

**ITEL**

March 3, 1986

APR 7 1986 - 10 15 PM  
INTERSTATE COMMERCE COMMISSION  
Ite Rail Corporation  
55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

No. 6-097A070

Date APR 7 1986

Fee \$ 20.00

ICC Washington, D.C.

Honorable James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

\$20.00 filing fee

Dear Mr. Bayne:

On behalf of Ite Rail Corporation, I submit for filing and recording under 49 USC §11303(a), four (4) counterparts of the following document:

**Rider A to February 28, 1986 Master Lease No. 1100 Between Ite Rail Corporation and Iowa Interstate Railroad, Ltd.**

This Rider should be cross-indexed to the Consolidated, Amended and Restated Equipment Trust Agreement, dated as of January 1, 1982, among Ite Corporation, Ite Rail Corporation and First Security Bank of Utah, N.A., which was recorded with the ICC on September 20, 1983 under Recordation No. 14165.

Also enclosed is a check in the amount of \$20 to cover the recording fee.

The names and addresses of the parties to the aforementioned Rider are listed below:

Ite Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Iowa Interstate Railroad, Ltd. (Lessee)  
818 Church Street  
Evanston, Illinois

The equipment covered by this Rider is twenty-five (25) flatcars bearing reporting marks IAIS 902100-902124.

Once filed, please return to the bearer the stamped counterparts not required for filing purposes together with the fee receipt and letter from the ICC acknowledging the filings.

Very truly yours,

Josie Villaflores  
Legal Assistant

JV:ps  
Enclosures

cc: Robert S. Clark  
J. Michael Kelly  
Ginny Hanger

ICD 4/10/86  
APR 7 10 10 AM '86  
MOTOR CARRIER UNIT

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT DATED

AS OF FEBRUARY 28, 1986

10/29/85

LESSOR'S INTEREST ASSIGNED TO  
FIRST SECURITY BANK OF  
UTAH, N.A., WITH RESPECT TO  
CARS NUMBERED IAIS 902100-902124

14935

Filed 1425

APR 7 1986 - 10 15 PM

INTERSTATE COMMERCE COMMISSION

RIDER A  
TO  
MASTER LEASE NO. 1100 BETWEEN ITEL RAIL CORPORATION  
AND IOWA INTERSTATE RAILROAD, LTD.

THIS RIDER A ("Rider A") to that certain Lease Agreement, as amended, (the "Agreement") made as of February 28, 1986 between Itel Rail Corporation ("Lessor") and Iowa Interstate Railroad, Ltd. ("Lessee") is made this 28th day of February, 1986 between Lessor and Lessee.

The parties agree as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in Rider A.
2. A. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Rider A:

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70-Ton, dual 45' Flatcar, Plate B, cushion underframe	IAIS 902100- 902124	89'4"	9'	N/A	N/A	25

- B. If the Utilization Rate (as defined in Subsection 5.A.(iii) of the Agreement) of the Cars is greater than or equal to fifty percent (50%) for the first six (6) months of the Agreement, Lessee may, at its sole option, lease from Lessor the following Cars ("Additional Cars") subject to the terms and conditions of the Agreement and this Rider A by providing written notice to Lessor:

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions Inside Width	Height	Doors Width	No. of Cars
FC	70-Ton, dual 45' Flatcar, Plate B, cushion underframe	IAIS	89'4"	9'	N/A	N/A	50

3. A. The term of the Agreement with respect to each Car listed on this Rider A and delivered to Lessee shall commence at 12:01 a.m. on the date and at the location that such Car is remarked pursuant to Subsection 3.A. of the Agreement and shall expire as to each Car one (1) year from the date on which the first Car on this Rider A was remarked (the "Initial Term"), provided, however that in the event Lessee exercises its option to lease some or all of the Additional Cars from Lessor as set forth in Subsection 2.B. herein, the Initial Term shall expire as to each Car, including the Additional Cars, one (1) year from the date on which the first Additional Car on this Rider A was remarked.

B. If this Agreement has not been terminated early and no unremedied default has occurred pursuant to Section 9 of the Agreement, the Agreement shall be extended only upon the mutual written agreement of the parties hereto (the "Extended Term").

4. Lessee agrees to pay to Lessor the following rent for the use of the Cars listed on Rider A:

**A. Definitions**

(i) "Revenues" is defined as the total revenues earned and due from other railroad companies for the use or handling of the Cars, including but not limited to, per diem and mileage, whether or not collected and received by Lessor and undiminished by any claimed abatement, reduction or offset caused by any action of Lessee. Upon any such abatement, reduction or offset, Lessee shall, within ten (10) days of Lessor's request, reimburse Lessor for such amounts.

(ii) The "Utilization Rate" of the Cars is defined as a fraction, the numerator of which is the aggregate number of days in each calendar year, or applicable portion thereof, that Revenues were earned on the Cars commencing from the Initial Loading, and the denominator of which is the aggregate number of days in each calendar year, or applicable portion thereof, that the Cars were on lease to Lessee, commencing from the Initial Loading.

B. Lessor shall receive all revenues earned by each Car prior to its Initial Loading. Each Car delivered pursuant to Subsection 3.A. of the Agreement shall become subject to the rental calculation under Subsection 4.C. of this Rider A upon the Initial Loading of such Car.

- D. If, with respect to any calendar month ("Month"), Revenues are less than

Utilization Rate During  
Applicable Month

Fee Due to Lessor for  
Each Car During Such Month

45% ≤ Utilization < 65%

0% ≤ Utilization < 45%

At the end of each calendar year, the Fee will be recalculated based upon the Utilization Rate for such calendar year, and any monies due either party will be handled as set for in Subsection 4.E. hereinbelow.

- E. The calculations required in Subsections 4.C. and 4.D. of this Rider A shall be made after the end of each calendar year ("Final Calculation"). However, in order for Lessor to meet its financial commitments, Lessee shall report to Lessor by the sixtieth (60th) day after each calendar month in which Revenues were actually earned ("Service Month"), the total hours earned, total miles travelled off Lessee's line, total miles travelled on Lessee's line and the dollar figure equal to one hundred percent (100%) of the earned Revenues. Lessee shall remit to Lessor all Revenues within twenty (20) days after Lessee receives such Revenues, provided, however, that Lessee pays to Lessor one hundred percent (100%) of the earned Revenues and the Fee, if applicable, for each Service Month within one hundred twenty (120) days after such Service Month. In the event that any received Revenues are not remitted to Lessor by Lessee within twenty (20) days after Lessee receives such Revenues ("Late Revenues"), Lessee shall pay to Lessor additional amount ("Late Fee") equal to ten percent (10%) of the Late Revenues. If the car hire records relating to the Cars are maintained by a party other than Lessee, Lessee hereby grants Lessor the authority to inspect such records during such party's normal business hours, provided, however, that Lessor shall notify Lessee at least ten (10) days before such inspection occurs.
- F. Lessee shall at no time discriminate against the Cars in the provision of off-line loads, operation, use and maintenance as compared with any comparable ~~boxes~~ cars, including ~~boxes~~ cars owned, leased or managed by Lessee or interchanged to Lessee.

5. A. Upon the expiration of the Agreement with respect to any Car, Lessee shall promptly return such Car to Lessor as follows:

(i) If some or all of the Cars are to be delivered to Lessor at Lessee's railroad tracks, Lessee shall be responsible for any transportation costs incurred in moving such Cars to the Lessee's railroad tracks subsequent to the time of expiration. Lessee shall, at Lessor's option, provide, with respect to any Car described on any Schedule which is either on the Lessee's railroad tracks at the time of expiration or is subsequently returned to Lessee's railroad tracks, up to one hundred twenty (120) days free storage on its railroad tracks from either the date of expiration or the date the last Car on such Schedule is returned to Lessee's railroad line subsequent to the time of expiration, whichever date is later.

(ii) At the option of Lessor, either Lessee or a contractor mutually chosen by Lessor and Lessee shall, at Lessee's expense, remark the Cars as set forth in Subsection 10.C. of the Agreement. Lessee shall not remove Lessee's railroad marks from any Car without the prior written consent of Lessor. After remarking, Lessee shall load each Car with freight and deliver such Car to a connecting carrier for shipment.

(iii) If some or all of the Cars are to be delivered to Lessor at a location other than Lessee's tracks, the cost of assembling, delivering, storing, and transporting each Car to such location shall be borne by Lessor. Lessee shall bear the expense of remarking such Cars.

B. Remarking, with respect to each Car, shall include the following: a) removal of existing mandatory markings of Lessee; b) complete cleaning subsequent to the removal of markings as designated by Lessor; c) application of new mandatory markings; and d) any transportation involved in moving each Car to and from a suitable work area to perform the remarking set forth in this Section.

6. Except as expressly modified by this Rider A, all terms and provisions of the Agreement shall remain in full force and effect.

7. This Rider A may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: DP Hayes

Title: President

Date: February 28, 1986

IOWA INTERSTATE RAILROAD, LTD.

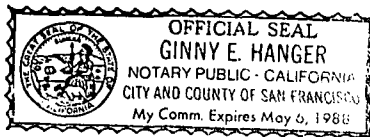
By: Harry S. Meislahn

Title: President

Date: Dec. 23, 1985

STATE OF CALIFORNIA     )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 28th day of February, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of IteI Rail Corporation, that the foregoing Rider A was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF Illinois )  
                                      ) ss:  
COUNTY OF Lake )

On this 23rd day of December, 1985, before me personally appeared Harry S. Meislahn, to me personally known, who being by me duly sworn says that such person is President of Iowa Interstate Railroad, that the foregoing Rider A was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marilyn Lake  
Notary Public